

TACOMA COMMUNITY REDEVELOPMENT AUTHORITY

Meeting Agenda

July 26, 2018
Tacoma Municipal Bldg., Room 248

Meeting No. 664

7:30 A.M. ROLL CALL

CALL TO ORDER

THE FOLLOWING ITEMS ARE PRESENTED FOR BOARD REVIEW AND DISCUSSION:

CONSENT AGENDA

1. TCRA Meeting Minutes for June 28, 2018 Exh. 1

HOUSING

2. 1026 S Sprague Avenue Developer Recommendation (Presenter: Shannon Johnson) Exh. 2

Staff recommends the Board authorize staff to enter into a combined purchase and sale and development agreement with Tacoma Pierce County Habitat for Humanity to develop an affordable single-family residence project on the property located at 1026 S Sprague.

3. Enterprise Community Partners, Inc. Contract Amendment: Affordable Housing Action Strategies (Presenter: Daniel Murillo) Exh. 3

Staff requests the Board authorize the TCRA Administrator to execute an amendment to the Enterprise Community Partners, Inc. contract, increasing the overall budget by an amount up to \$20,000 in UDAG funds and amending the Scope of Work.

ECONOMIC DEVELOPMENT

4. TCRA Property: 1214 Martin Luther King Jr. Way (Presenter: Carol Hassard) Exh. 4

On behalf of the Hilltop Action Coalition (HAC), Staff will present their letter and request that the TCRA Board authorize HAC to remove and preserve the two storefront murals before the TCRA-owned property is redeveloped.

FOR THE GOOD OF THE ORDER

ADJOURN

Tacoma Community Redevelopment Authority Meeting Minutes
Meeting No. 663



MINUTES
Meeting No. 663

June 28, 2018
Tacoma Municipal Bldg., Room 248

Steve Snider called the meeting to order at 7:33 a.m.

ROLL CALL

TCRA Members Present: Tess Colby, Alex Hogan, Karsen Keever, Matthew Schemp, Ian Northrip, Zac Schon

TCRA Members Absent: Steve Snider, Jason Kors, Lisa Luken, Dan Montopoli

TCRA Staff in Attendance: Daniel Murillo, Chris Suh, Carol Hassard

City of Lakewood Staff in Attendance: Jeff Gumm

THE FOLLOWING ITEMS WERE PRESENTED FOR BOARD REVIEW AND DISCUSSION:

CONSENT AGENDA

1. TCRA Meeting Minutes for May 24, 2018
2. Check Register: May 2018

MOTION: Karsen Keever moved to approve the consent agenda as presented. Zac Schon seconded the motion. The consent agenda received a unanimous passing vote.

HOUSING

3. City of Lakewood: Housing Rehabilitation Project (Presenter: Jeff Gumm)

City of Lakewood staff requested approval to execute a not-to-exceed loan for the rehabilitation of Ms. Howard's residence located at 4914 101st Street SW.

MOTION: Karsen Keever moved to approve of the request as presented. Zac Schon seconded the motion, which passed unanimously.

4. Update: Affordable Housing Action Strategy (Presenter: Daniel Murillo)

An update on the Affordable Housing Action Strategy was presented to the Board by the CEDD Housing Division Manager. (The update was provided via PowerPoint.) This item was information only; no action was required.

FOR THE GOOD OF THE ORDER

ANNOUNCEMENT: The Housing Division Manager announced the City's hiring of a new CEDD Director.

Tacoma Community Redevelopment Authority Meeting Minutes
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ADJOURN

The meeting adjourned at 8:16 a.m.

Respectfully Submitted,

Dan Montopoli



TO: Board of the Tacoma Community Redevelopment Agency

FROM: Shannon Johnson, Contract and Program Auditor

SUBJECT: Authority to enter into a Purchase and Sale and Development Agreement with Tacoma/Pierce County Habitat for Humanity for 1026 S Sprague Avenue, Tacoma WA 98405

DATE: July 26, 2018

SUMMARY:

The purpose of this memo is to recommend the Tacoma Community Redevelopment Authority enter into a combined purchase and sale and development agreement ("Agreement") with Tacoma/Pierce County Habitat for Humanity ("Habitat") for the disposition and rehabilitation of the single-family property located at 1026 S Sprague Ave ("Property").

In addition, staff requests the Board's approval of the rehabilitation construction scope of work and budget not to exceed \$200,000 in Community Development Block Grant (CDBG) funds for the SFR property located at 1026 S Sprague Avenue, Tacoma WA 98405 ("Property").

Finally, Staff requests Board approval of the resolution authorizing the TCRA Administrator to execute a combined purchase and sale and development agreement and all other related documents for the disposition and development of the Property.

BACKGROUND:

Through negotiations between the City of Tacoma's Neighborhood and Community Services Department (NCS) and TCRA staff, US Bank agreed to donate the Property to the City. NCS does not have the proper infrastructure in place to acquire, redevelop and dispose of real property so approached TCRA staff to develop the Property under the Small Site Development Program.

The project would entail the acquisition and rehabilitation of the Property in order to resell it to an income qualified buyer whose annual household income does not exceed 80% of the area's median income for Pierce County. Prior to agreeing to moving forward with the project, staff conducted its due diligence of the Property. This included obtaining a preliminary title report, completing an environmental assessment of the property, conducting a sewer scope inspection, and having a construction manager inspect the property and produce a preliminary scope of work. Following this process, staff determined the project was worth pursuing.

On October 27, 2016 staff received the Board's authorization to execute a purchase and sale agreement to acquire the SFR property located at 1026 S Sprague Avenue, Tacoma WA 98405. Unfortunately, a change in the seller's legal counsel resulted in a major delay in staff's ability to finalize negotiations and take possession of the property.

CURRENT ISSUE:

On February 16, 2018 the TCRA took possession of the property. To-date, staff has spent approximately \$9,700 of Urban Development Action Grant (UDAG) funds on the Property. These funds were spent to pay for legal fees, title and escrow charges, inspections and a utility lien payoff. Staff anticipates recouping these costs through the sale of the Property to Habitat.

Following acquisition of the property, staff went through an analysis on the most efficient and timely process to rehabilitate and sell the property to an income qualified buyer. Through this process, it was determined that entering into a contract with Habitat would achieve both objectives. This recommendation is based on its more than three decades of real estate experience in acquiring and rehabilitating properties for affordable housing projects, expertise with working with federal funds, dedication to creating affordable housing opportunities in the city of Tacoma and their commitment to helping low income persons realize their dream of homeownership.

Acting as its own General Contractor, Habitat has rehabilitated approximately 16 homes for local municipalities and most recently, partnered with the City of Tacoma, Bank of America, and Chase Bank to purchase and rehabilitate blighted, bank-owned properties and resell them to local income qualified homeowners under the State Attorney General's Foreclosure Mitigation Program. It primarily uses federal funds, to include HOME and CDBG to complete projects and has, on occasion, also used cash on hand or their line of credit with Columbia Bank. In recent years, Habitat has received donations of bank-owned homes from local banks to rehabilitate and resell to low-income families. Habitat currently works with a vast array of local agencies serving veterans, immigrants and refugees, minority and ethnic groups, and persons with disabilities to market their properties. Habitat incorporates homeowner participation and in-kind services that result in lower project costs.

The TCRA will enter into a combined purchase and sale and development agreement with Habitat to perform the construction work, to include a construction budget not to exceed \$200,000 and to sell the rehabilitated Property to an income qualified first time homebuyer. The construction activities are to commence within 15 days of TCRA issuance of Notice to Proceed (NTP) and are expected to take 90 days to complete.

PROJECT:

The project entails the disposition and rehabilitation of the Property in order to resell it to an income qualified buyer whose household income does not exceed 80% of the area's median income for Pierce County. A minimum 20-year affordability covenant will be attached to the property.

JUSTIFICATION AND RECOMMENDATION:

Development of the Property will allow the TCRA to achieve consistency with new market and policy objectives spelled out in the Hilltop Subarea Plan and are related to the City's concentrated acquisition of single family residences in targeted neighborhoods. In addition, it will place back into productive use a blighted and abandoned single family home on a high visibility corner lot and create a homeownership opportunity for an income qualified household.

Staff requests the TCRA board authorize the following actions:

1. Approve a combined purchase and sale and development agreement with Tacoma/Pierce County Habitat for Humanity and for the disposition and development of the property located at 1026 S Sprague Avenue.

2. Approve the rehabilitation scope of work and construction budget not to exceed \$200,000 in Community Development Block Grant funds (Attachment "1") for the property located at 1026 S Sprague Ave, Tacoma 98418.
3. Adoption of the TCRA Resolution (Attachment "2") authorizing the TCRA Administrator to execute the Agreement and all other documents, instruments and agreements necessary to effectuate the transactions.

NEXT STEPS:

The following actions are expected to occur over the next several weeks:

1. Negotiate and execute an Agreement with the Developer.
2. Conduct transfer of property.

Attachment(s):

1. 1026 S Sprague Ave. proposed construction scope of work and budget.
2. Resolution

Sprague Ave. Estimated Construction Budget

#	Project	Budget	Notes
1	Carrying Cost- Demo		
2	Direct Labor	\$ 30,000	assumes prevailing wage
3	Site Plan - Arch		
4	Permits	\$ 2,800	
5	Utilities	\$ 3,500	
6	Site Work - Demo	\$ 7,000	
7	Foundation	\$ -	
	Excavation		
	Foundation		
	Slab		
8	Framing	\$ 1,500	
9	Roofing	\$ 5,000	
10	HVAC	\$ 4,400	
	Whole House Ventilation	\$ 700	
	Ductless Heat Pump	\$ 3,000	
	Cadet Wall Heaters	\$ 700	
11	Plumbing	\$ 17,000	
	Rough-In	\$ 15,000	
	Trim	\$ 2,000	
12	Electrical	\$ 20,000	Assumes Prevailing Wage
	Rough-In	\$ 17,000	
	Trim	\$ 3,000	
13	Insulation	\$ 7,500	
14	Exterior Finish	\$ 10,500	
	Doors/Windows	\$ 7,500	
	Siding/Trim/Paint	\$ 1,500	
	Gutters	\$ 1,000	
	Hardware/Other	\$ 500	
15	Drywall	\$ 5,000	
16	Interior Finish	\$ 12,500	
	Doors/Millwork	\$ 6,500	
	Cabinets & Countertops	\$ 5,000	
	Window Coverings		
	Hardware/Other	\$ 1,000	
17	Floor Covering	\$ 11,000	
	Tile	\$ 3,000	
	Bamboo/Hardwood	\$ 6,000	
	Carpet	\$ 2,000	
18	Appliances	\$ 1,000	
19	Landscaping	\$ 8,000	
	Final Grade		
	Driveway/Stairs		
	Patio & Decks/Porch	\$ 2,000	
	Topsoil		
	Rock/Gravel/Other	\$ 6,000	
20	Off-Site/alley work	\$ 20,000.00	
		\$ 166,700	
21	Contingency/Dev Fee (20%)	\$ 33,300	
	Total Budget	\$ 200,000	

**RESOLUTION 03-2018 OF THE BOARD
TACOMA COMMUNITY REDEVELOPMENT AUTHORITY**

RESOLVED: that the Board hereby authorizes the Tacoma Community Redevelopment Authority Administrator, to execute that certain combined Real Estate Purchase and Sale and Development Agreement with Tacoma / Pierce County Habitat for Humanity for the disposition of an agreed upon portion of the real property located at 1026 S Sprague Avenue, Tacoma, WA 98405 and to include assessor parcel numbers 9405000081, for a cost sufficient to reimburse the TCRA for all costs incurred to acquire the property, and all other documents, instruments and agreements necessary to effectuate the transaction described therein and the Board hereby ratifies, confirms and approves the actions of the Tacoma Community Redevelopment Authority Administrator with respect to the aforementioned transaction, including the execution of such the Purchase and Sale and Development Agreement.

Dated: July 26, 2018

By: _____

TCRA Officer



TO: Board of the Tacoma Community Redevelopment Authority (TCRA)
FROM: Daniel Murillo, Housing Division Manager
SUBJECT: Affordable Housing Action Strategies Contract Amendment
DATE: July 26, 2018

SUMMARY

The purpose of this memo is to request the TCRA Board to approve the contract amendment with Enterprise Community Partners to modify the scope and provide an additional \$20,000 in TCRA-controlled Urban Development Action Grant (UDAG) funds. Increased funding will be utilized to cover the remaining tasks associated with the completion of the Affordable Housing Action Strategy (AHAS).

BACKGROUND

On January 11, 2018, the TCRA Board approved a request to release a Request for Proposal for up to \$100,000 in UDAG funds in order to identify a consultant to assist with the development of an AHAS. This request followed work that began in December 2017 with the establishment of an Internal Cross-Departmental Task Force whose goal was to develop policies and programs to preserve and increase the supply of affordable housing; to provide a safe, healthy and affordable place to live for people of all income levels; and to sustain Tacoma's livability and economic vitality. The method of achieving this objective was through the development of an AHAS that will identify a clear set of actions to create a significant increase in affordable housing opportunities over the next ten years from new development to preservation of the existing affordable housing supply.

Following the receipt of five proposals, a review panel consisting of key City staff and the Chair of the TCRA Board selected Enterprise Community Partners (Enterprise). This selection was based in part on Enterprise's recent work completed on the Hilltop and their national experience around the issue of affordable housing. In March, the TCRA entered into a contract with Enterprise for an amount not to exceed \$99,950. The scope of work contained five key tasks that would take place from March through July. Enterprise would also subcontract with a local Seattle company, BERK, for the creation of an analytical tool that would allow for data driven decision making that was essential to the creation of the recommendations.

Since March, a great deal of work has taken place and considerable public outreach has been undertaken. A Technical Advisory Group (TAG), with expertise in different facets of housing development (for profit, non-profit, finance, real estate, planning/design, land development, etc.), met eight times (to include an almost full day retreat) to help inform the identification of tools for expanding affordable housing options. In addition, three Listening Sessions in key areas of the City were held and Enterprise conducted focus groups and one-on-one meetings with underrepresented communities. Finally, three City Council Study Session presentations were held to keep the City Council informed of the process and progress.

CURRENT ISSUE(S)

In order to complete the final AHAS, additional work not anticipated in the original contract scope is necessary. For example, because the Enterprise office managing the project is located in Washington, D.C. there was a limited expectation for travel cross country. However, as the project was proceeding, there was an increased need for Enterprise's physical presence at meetings and City Council Study Sessions. Also, more TAG meetings than originally anticipated took place, which required additional labor hours. As a result, Enterprise has requested an additional \$15,000 to cover the remaining costs as the project comes to a close by the end of August. Staff is also requesting an additional \$5,000 for any other costs that may arise as the project is completed. For example, to cover any invoices for in-house outreach activities. While staff does not anticipate needing the full \$5,000, it wants to make sure sufficient resources are available.

RECOMMENDATION

Staff requests the TCRA Board authorize the following actions:

1. Approve the use of an additional \$20,000 in UDAG funding;
2. Authorize the TCRA Administrator to amend the Scope of Work and execute the amendment with Enterprise Community Partners; see attached.

Approval of use of UDAG funds will result in a UDAG fund balance of approximately \$1.7 million.

**AMENDMENT NO. 1 TO
PROFESSIONAL SERVICE CONTRACT WITH
ENTERPRISE COMMUNITY PARTNERS, INC.**

THIS AMENDMENT ("Amendment") is entered into this 27th day of July, 2018, by and between the **TACOMA COMMUNITY REDEVELOPMENT AUTHORITY**, a public corporation, hereinafter referred to as the "TCRA", and **ENTERPRISE COMMUNITY PARTNERS, INC.**, a nonprofit corporation, hereinafter referred to as "Contractor". The TCRA and the Contractor may be collectively referred to herein as the "Parties."

WITNESSETH

WHEREAS, the TCRA and the Contractor entered into a Professional Services Contract (hereinafter "Contract") to develop an Affordable Housing Action Strategy ("AHAS") on or about March 14, 2018, and

WHEREAS, due to additional costs and Scope of Work requirements not anticipated in the Contract, the Parties desire to amend the Contract to increase the amount thereof by a total of \$15,000.00, derived from Urban Development Block Grant ("UDAG") funds; and

WHEREAS, the Parties wish to amend Contract Sections: 2A. Term and 3B. Compensation and Payment, and Exhibit A: Scope of Work of the contract; and

NOW, THEREFORE, in consideration of the mutual promises and obligations hereinafter set forth, the Parties hereto do mutually agree as follows:

1. Section 2A. of the Contract is amended and replaced as follows:

A. All services shall be satisfactorily completed on or before August 31, 2018, or as otherwise specified in Exhibit A: Scope of Work and this Contract shall expire on said date unless mutually extended in writing by the Parties.

2. Section 3B. of the Contract is amended and replaced as follows:

B. The total price to be paid by AUTHORITY for CONTRACTOR'S full and complete performance of the Scope of Work hereunder shall not exceed \$114,950 without the written consent of the AUTHORITY. Said price shall be the total compensation for CONTRACTOR'S performance hereunder including, but not limited to, all work, deliverables, materials, supplies, equipment, subcontractor's fees, and all reimbursable travel and miscellaneous or incidental expenses to be incurred by CONTRACTOR.

3. Exhibit A of the Agreement is amended and replaced and/or added as follows:

Estimated Project Schedule and Approach The timeline below outlines the timeline by task over the duration of the project. The project schedule below will be supplemented by a more detailed Project Management Plan, which will outline timeline for completion of specific subtasks and deliverables.

	Timeline					
	Mar-18	Apr-18	May-18	Jun-18	Jul-18	Aug-18
Task 1: Defining Tacoma's key housing challenges						
<i>Key deliverable: Print & online communications materials</i>						
Task 2: Identifying & aligning actions						
<i>Key deliverable: Best & effective practices report</i>						
Task 3: Evaluating actions using analytical tool						
<i>Key deliverables: Analytical tool; results dashboards; and budget memo</i>						
Task 4: Refining & prioritizing actions						
Task 5: Developing and delivering the Affordable Housing Strategy						
<i>Key deliverables: Affordable Housing Strategy & supporting materials</i>						

This Amendment consists of the following documents:

- (a) This Amendment;
- (b) Original Agreement;

All other terms of the Agreement, together with all exhibits, are hereby ratified and shall remain in full force and effect, unaltered by this Amendment.

ORAL AGREEMENTS OR ORAL COMMITMENTS TO LOAN MONEY, EXTEND CREDIT, OR TO FORBEAR FROM ENFORCING REPAYMENT OF A DEBT ARE NOT ENFORCEABLE UNDER WASHINGTON STATE LAW

**TACOMA COMMUNITY
REDEVELOPMENT AUTHORITY (TCRA)**

**ENTERPRISE COMMUNITY
PARTNERS, INC. (ENTERPRISE)**

TCRA Administrator

ENTERPRISE Authorized Officer

Printed Name / Date

Printed Name / Date

PROFESSIONAL SERVICES CONTRACT

THIS CONTRACT, made and entered into effective this 14th day of March, 2018, by and between the **TACOMA COMMUNITY REDEVELOPMENT AUTHORITY**, a public corporation of the State of Washington organized pursuant to the ordinances of the City of Tacoma (hereinafter referred to as the "AUTHORITY"), and Enterprise Community Partners, Inc., a nonprofit corporation, (hereinafter referred to as "CONTRACTOR");

In consideration of the mutual promises and obligations hereinafter set forth, the Parties hereto agree as follows:

1. Scope of Services/Work

- A. The CONTRACTOR agrees to diligently and completely perform the services and/or deliverables described in Exhibit A: Scope of Work attached hereto and incorporated herein.
- B. Changes to Scope of Work. The AUTHORITY shall have the right to make changes within the general scope of services and/or deliverables upon execution in writing of a change order or amendment hereto. If the changes will result in additional work effort by CONTRACTOR, the AUTHORITY will agree to reasonably compensate the CONTRACTOR for such additional effort up to the maximum amount specified herein or as otherwise provided by AUTHORITY bylaws and procedures.

2. Term

- A. All services shall be satisfactorily completed on or before July 31, 2018, or as otherwise specified in Exhibit A: Scope of Work and this Contract shall expire on said date unless mutually extended in writing by the Parties.
- B. Neither party shall be considered to be in default in the performance of this Contract to the extent such performance is prevented or delayed by any cause which is beyond the reasonable control of the affected party and, in such event, the time for performance shall be extended for a period equal to any time lost as a result thereof. In the event CONTRACTOR is unable to proceed due to a delay solely attributable to the AUTHORITY, CONTRACTOR shall advise the AUTHORITY of such delay in writing as soon as is practicable.

3. Compensation and Payment

- A. The AUTHORITY shall compensate the CONTRACTOR for the services and deliverables performed under this Contract as follows:

Check ONLY one:

- On the basis of Time and Materials according to the subject matter set forth in Exhibit A: Scope of Work.
- In accordance with Exhibit

At the rate of \$ per hour.

- B. The total price to be paid by AUTHORITY for CONTRACTOR'S full and complete performance of the Scope of Work hereunder shall not exceed \$99,950 without the written consent of the AUTHORITY. Said price shall be the total compensation for CONTRACTOR'S performance hereunder including, but not limited to, all work, deliverables, materials, supplies, equipment, subcontractor's fees, and all reimbursable travel and miscellaneous or incidental expenses to be incurred by CONTRACTOR.
- C. The CONTRACTOR shall submit a quarterly invoice in a format comparable to the invoice attached hereto and identified as Exhibit B: Invoice, for services completed and/or deliverables furnished during the previous quarter. Upon the AUTHORITY'S request, CONTRACTOR shall submit necessary and appropriate documentation, as determined by the AUTHORITY, for all invoiced services and deliverables.
- D. Payment shall be made through the AUTHORITY'S ordinary payment process, and shall be considered timely if made within 30 days of receipt of a properly completed invoice.
- E. The AUTHORITY may withhold payment to the CONTRACTOR for any services or deliverables not performed as required hereunder until such time as the CONTRACTOR modifies such services or deliverables to the satisfaction of the AUTHORITY.
- F. All payments shall be subject to adjustment for any amounts, upon audit or otherwise, determined to have been improperly invoiced.
- G. In the event the CONTRACTOR incurs cost in excess of the sum authorized for service under this Contract, the CONTRACTOR shall pay such excess from its own funds, and the AUTHORITY shall not be required to pay any part of such excess, and the CONTRACTOR shall have no claim against the AUTHORITY on account thereof.

4. Independent Contractor Status

- A. The services and deliverables shall be furnished by the CONTRACTOR as an independent Contractor, and nothing herein contained shall be construed to create a relationship of employer/employee or master/servant. No payroll or employment taxes of any kind shall be withheld or paid by the AUTHORITY with respect to payments to CONTRACTOR. The payroll or employment taxes that are the subject of this paragraph include, but are not limited to, FICA, FUTA, federal income tax, state personal income tax, state disability insurance tax and state unemployment insurance tax. By reason of CONTRACTOR'S status as an independent Contractor hereunder, no workers' compensation insurance has been or will be obtained by the AUTHORITY on account of CONTRACTOR. CONTRACTOR may be required to provide the AUTHORITY proof of payment of these said taxes and benefits. If the AUTHORITY is assessed or deemed liable in any manner for those charges or taxes, the CONTRACTOR agrees to hold the AUTHORITY harmless from those costs, including attorney's fees.
- B. The CONTRACTOR shall provide at its sole expense all materials, office space, and other necessities to perform its duties under this Contract, unless otherwise specified in writing herein.

5. Professional Services Warranty

- A. The CONTRACTOR warrants that all services performed pursuant to this Contract shall be generally suitable for the use to which the AUTHORITY intends to use said services and deliverables as expressed in Exhibit A: Scope of Work. Additional warranties, if any, for incidental product deliverables hereunder are set forth in Exhibit A: Scope of Work .
- B. In the performance of services under this Contract, the CONTRACTOR and its employees agree to exercise the degree of skill and care required by customarily accepted good practices and procedures followed by professionals/consultants rendering the same or similar type of service. All obligations and services of the CONTRACTOR hereunder shall be performed diligently and completely according to such professional standards.
- C. If the CONTRACTOR intends to rely on information or data supplied by the AUTHORITY, other AUTHORITY contractors or other generally reputable sources without independent verification, such intent shall be brought to the attention of the AUTHORITY.

6. Contract Administration and Right to Audit

- A. The Administrator for the AUTHORITY shall have primary responsibility for contract administration and approval of services to be performed by the CONTRACTOR, and shall coordinate all communications between the CONTRACTOR and the AUTHORITY.
- B. The CONTRACTOR shall, at such times and in such form as the AUTHORITY may reasonably require, furnish the AUTHORITY with periodic status reports pertaining to the services undertaken pursuant to this Contract.
- C. Upon AUTHORITY's request, the Contractor shall make available to AUTHORITY all accounts, records, and documents related to the Scope of Work for AUTHORITY's inspection, auditing, or evaluation during normal business hours as reasonably needed by AUTHORITY to assess performance, compliance, and/or quality assurance under this Contract.

7. Right to Audit

- A. During the Term of this Contract, and for three (3) years thereafter, the AUTHORITY shall have the right to inspect and audit during normal business hours all pertinent books and records of the CONTRACTOR and/or any sub-contractor or agent of CONTRACTOR that performed services or furnished deliverables in connection with or related to the Scope of Work hereunder as reasonably needed by AUTHORITY to assess performance, compliance and/or quality assurance under this Contract. CONTRACTOR shall, upon three (3) business days of receipt of written request for such inspection and audit from AUTHORITY, provide the AUTHORITY with, or permit AUTHORITY to make, a copy of any work-related books, accounts, records and documents, in whole or in part, as specified in such request. Said inspection and audit shall occur in Pierce County, Washington or such other reasonable location as the AUTHORITY selects. The AUTHORITY shall pay the cost of any inspection audit requested hereunder, provided, that if an inspection audit in accordance with the foregoing provisions discloses overpricing or overcharges (of any nature) by the CONTRACTOR to the AUTHORITY in excess of one percent (1%) of the total contract billings, in addition to making adjustments for the overcharges, the reasonable actual cost of the AUTHORITY's audit shall be reimbursed to AUTHORITY by

CONTRACTOR. Any adjustments and/or payments that must be made as a result of any audit and inspection hereunder shall be made within a reasonable amount of time (not to exceed 90 days) from presentation of AUTHORITY's findings to CONTRACTOR.

- B. CONTRACTOR shall ensure that the foregoing inspection, audit and copying rights of the AUTHORITY are a condition of any subcontract, agreement or other arrangement under which any other person or entity is permitted to perform the Scope of Work under this Contract.

8. Notices

Except for routine operational communications, which may be delivered personally or transmitted by electronic mail or facsimile, all notices required hereunder shall be in writing and shall be deemed to have been duly given if delivered personally or mailed first-class mail, postage prepaid, to the parties at the following addresses:

AUTHORITY	CONTRACTOR
Daniel Murillo 747 Market St., Room 808 Tacoma, WA 98402-3793	Laura Searfoss 10 G Street NE Suite 580 Washington, DC 20001
(253) 591-5238	202-403-8043
(253) 591-5180	
dmurillo@cityoftacoma.org	lsearfoss@enterprisecommunity.org

9. Termination and Suspension

- A. The AUTHORITY or the CONTRACTOR may terminate this Contract at any time, with or without cause, by giving thirty (30) business days written notice. In the event of termination, all finished and unfinished work prepared by the CONTRACTOR pursuant to this Contract shall be provided to the AUTHORITY. In the event AUTHORITY terminates this Contract due to the AUTHORITY's own reasons and without cause due to the CONTRACTOR's actions or omissions, the AUTHORITY shall pay the CONTRACTOR the amount due for actual work and services necessarily performed under this Contract up to the effective date of termination, not to exceed the total compensation set forth herein.
- B. The AUTHORITY may suspend this Contract, at its sole discretion, upon seven (7) business days written notice to the CONTRACTOR. Such notice shall indicate the anticipated period of suspension. Any reimbursement for expenses incurred due to the suspension shall be limited to the CONTRACTOR'S reasonable expenses and shall be subject to verification. The CONTRACTOR shall resume performance of services under this Contract in an agreed upon timeframe with CONTRACTOR, not to exceed thirty (30) days from the end of the suspension period.
- C. Termination or suspension of this Contract by AUTHORITY shall not constitute a waiver of any claims or remaining rights the AUTHORITY may have against CONTRACTOR relative to performance hereunder.

10. Taxes, Licenses and Permits

- A. The CONTRACTOR acknowledges that it is responsible for the payment of all charges and taxes applicable to the services performed under this Contract, and the CONTRACTOR agrees to comply with all applicable laws regarding the reporting of income, maintenance of records, and all other requirements and obligations imposed pursuant to applicable law. If the AUTHORITY is assessed, made liable, or responsible in any manner for such charges or taxes, the CONTRACTOR agrees to hold the AUTHORITY harmless from such costs, including attorney's fees.
- B. In the event the CONTRACTOR fails to pay any taxes, assessments, penalties, or fees imposed by any governmental body, including a court of law, then the CONTRACTOR authorizes the AUTHORITY to deduct and withhold or pay over to the appropriate governmental body those unpaid amounts upon demand by the governmental body. It is agreed that this provision shall apply to taxes and fees imposed by AUTHORITY ordinance. Any such payments shall be deducted from the CONTRACTOR's total compensation.
- C. The CONTRACTOR, at its expense, shall obtain and keep in force any and all necessary licenses and permits. The CONTRACTOR shall obtain a business license as required by Tacoma Municipal Code Subtitle 6B.20 and shall pay business and occupation taxes as required by Tacoma Municipal Code Subtitle 6A.30.

11. Indemnification

- A. The CONTRACTOR shall indemnify, defend, and hold harmless the AUTHORITY, its officials, officers, agents, employees, and volunteers, from any and all claims, demands, damages, lawsuits, liabilities, losses, liens, expenses and costs arising out of the acts or omissions of the CONTRACTOR in connection with the subject matter of this Contract and its dealings with the AUTHORITY; provided that this provision shall not apply to the extent that damage or injury results from the fault of the AUTHORITY, or its officers, agents, or employees. The term "fault" as used herein shall have the same meaning as set forth in RCW 4.22.015, as that statute may hereafter be amended.
- B. The CONTRACTOR specifically assumes potential liability for actions brought by the CONTRACTOR'S own employees against the AUTHORITY and, solely for the purpose of this indemnification and defense, the CONTRACTOR specifically waives any immunity under the state industrial insurance law, Title 51 RCW. THE CONTRACTOR RECOGNIZES THAT THIS WAIVER WAS THE SUBJECT OF MUTUAL NEGOTIATION.
- C. This indemnification shall extend to and include reasonable attorneys' fees and the cost of establishing the right of indemnification hereunder in favor of the AUTHORITY. This indemnification shall survive the termination of this Contract.

12. Insurance

During the course and performance of the services herein specified, CONTRACTOR will maintain the following insurance coverage:

- A. Workers' Compensation and employer's liability --statutory limits.

- B. Commercial General Liability -- \$1,000,000 single limit combined for personal injury, property damage; \$2,000,000 aggregate.
- C. Automobile public liability and property damage -- \$1,000,000 single limit combined for bodily injury and property damage.
- D. Professional liability or errors and omissions -- \$1,000,000 combined single limit for errors and omissions resulting in monetary loss normally covered by professional liability insurance.

Certificates of the above insurance coverage shall be delivered, within ten (10) days, to the AUTHORITY by CONTRACTOR'S insurance carrier or agent certifying the above insurance coverage items are in effect and will not be cancelled or materially changed without 30 days' written notice given to the AUTHORITY. The commercial general liability policy shall be on an occurrence basis and shall include an endorsement naming the AUTHORITY as an additional insured and stating that coverage under such policy is primary over and non-contributory with any insurance the AUTHORITY may maintain.

13. Nondiscrimination

The CONTRACTOR agrees to take all steps necessary to comply with all federal, state, and AUTHORITY laws and policies regarding non-discrimination and equal employment opportunities. The CONTRACTOR shall not discriminate in any employment action because of race, religion, creed, color, national origin or ancestry, sex, gender identity, sexual orientation, age, marital status, familial status, veteran or military status, the presence of any sensory, mental or physical disability or the use of a trained dog guide or service animal by a disabled person. In the event of non-compliance by the CONTRACTOR with any of the non-discrimination provisions of this Contract, the AUTHORITY shall be deemed to have cause to terminate this Contract, in whole or in part.

14. Conflict of Interest

No officer, employee or agent of the AUTHORITY, nor any member of the immediate family of any such officer, employee or agent as defined by AUTHORITY ordinance, shall have any personal financial interest, direct or indirect, in this Contract, either in fact or in appearance. The CONTRACTOR shall comply with all federal, state, and AUTHORITY conflict of interest laws, statutes and regulations. The CONTRACTOR represents that the CONTRACTOR presently has no interest and shall not acquire any interest, direct or indirect, in the program to which this Contract pertains which would conflict in any manner or degree with the performance of the CONTRACTOR'S services and obligations hereunder. The CONTRACTOR further covenants that, in performance of this Contract, no person having any such interest shall be employed. The CONTRACTOR also agrees that its violation of the AUTHORITY'S Code of Ethics contained in Chapter 1.46 of the Tacoma Municipal Code shall constitute a breach of this Contract subjecting the Contract to termination.

15. Authority ownership of Work/Rights in Data and Publications:

- A. To the extent that CONTRACTOR creates any Work subject to the protections of the Copyright Act (Title 17 U.S.C) in its performance of this Contract, CONTRACTOR agrees to the following: The Work has been specially ordered and commissioned by AUTHORITY. CONTRACTOR agrees that the Work is a "work made for hire" for copyright purposes, with

all copyrights in the Work owned by AUTHORITY. To the extent that the Work does not qualify as a work made for hire under applicable law, and to the extent that the Work includes material subject to copyright, CONTRACTOR hereby assigns to AUTHORITY, its successors and assigns, all right, title and interest in and to the Work, including but not limited to, all patent, trade secret, and other proprietary rights and all rights, title and interest in and to any inventions and designs embodied in the Work or developed during the course of CONTRACTOR'S creation of the Work. CONTRACTOR shall execute and deliver such instruments and take such other action as may be required and requested by AUTHORITY to carry out the assignment made pursuant to this section. Any documents, magnetically or optically encoded media, or other materials created by CONTRACTOR pursuant to this Contract shall be owned by AUTHORITY and subject to the terms of this sub-section. To the maximum extent permitted by law, CONTRACTOR waives all moral rights in the Work. The rights granted hereby to AUTHORITY shall survive the expiration or termination of this Contract

- B. The CONTRACTOR shall be solely responsible for obtaining releases for the performance, display, recreation, or use of copyrighted materials.

16. Public Disclosure

- A. This Contract and documents provided to the AUTHORITY by CONTRACTOR hereunder are deemed public records subject to disclosure under the Washington State Public Records Act, Chapter 42.56 RCW (Public Records Act). Thus, the AUTHORITY may be required, upon request, to disclose this Contract and documents related to it unless an exemption under the Public Records Act or other laws applies. In the event AUTHORITY receives a request for such disclosure, determines in its legal judgment that no applicable exemption to disclosure applies, and CONTRACTOR has complied with the requirements of sub-section B herein, AUTHORITY agrees to provide CONTRACTOR ten (10) days written notice of impending release. Should legal action thereafter be initiated by CONTRACTOR to enjoin or otherwise prevent such release, all expense of any such litigation shall be borne by CONTRACTOR, including any damages, attorneys fees or costs awarded by reason of having opposed disclosure. AUTHORITY shall not be liable for any release where notice was provided and CONTRACTOR took no action to oppose the release of information. Notice of any proposed release of information pursuant to Chapter 42.56 RCW, shall be provided to CONTRACTOR according to the "Notices" provision herein.
- B. If CONTRACTOR provides the AUTHORITY with records that CONTRACTOR considers confidential or proprietary, CONTRACTOR must mark all applicable pages of said record(s) as "Confidential" or "Proprietary." If CONTRACTOR fails to so mark record(s), then (1) the AUTHORITY, upon request, may release said record(s) without the need to satisfy the requirements of subsection A above; and (2) the CONTRACTOR expressly waives its right to allege any kind of civil action or claim against the AUTHORITY pertaining to the release of said record(s).

17. Duty of Confidentiality

- A. CONTRACTOR acknowledges that unauthorized disclosure of information or documentation concerning the Scope of Work hereunder may cause substantial economic loss or harm to the AUTHORITY.

- B. Except for disclosure of information and documents to CONTRACTOR's employees, agents, or subcontractors who have a substantial need to know such information in connection with CONTRACTOR's performance of obligations under this Contract, the CONTRACTOR shall not without prior written authorization by the AUTHORITY allow the release, dissemination, distribution, sharing, or other publication or disclosure of information or documentation obtained, discovered, shared or produced pursuant to this Contract.
- C. The CONTRACTOR shall inform its employees, agents, and subcontractors of the confidentiality obligations under this Contract and instruct them so as to ensure such obligations are met. If so requested by the AUTHORITY, the CONTRACTOR further agrees to require all such individuals and entities performing services pursuant to this Contract to execute a Confidentiality and Non-Disclosure Agreement in a form acceptable to AUTHORITY.
- D. The CONTRACTOR shall not release any information or documentation concerning the work under this Contract or any part thereof for marketing, advertising, or other commercial activities or publication including, but not limited to, news releases or professional articles, without the prior written approval of the AUTHORITY. Any and all news releases, professional articles, marketing, advertising, publicity, or other commercial activities that describe or discuss the Scope of Services shall be reviewed and approved by the AUTHORITY prior to publication, disclosure and/or distribution. The CONTRACTOR may submit for review and approval a generic abstract describing the component parts of the completed Scope of Services ("Project Abstract") . After receiving written approval of the Project Abstract from the AUTHORITY, the CONTRACTOR may make minor insignificant changes to the Project Abstract and use all or parts of the Project Abstract in proposals.
- E. This Section shall survive for three (3) years after the termination or expiration of this Contract.
- F. CONTRACTOR shall ensure that the text of this Section is included in each subcontractor's contract pertaining to the Scope of Services hereunder.

18. Dispute Resolution

In the event of a dispute pertaining to this Contract, the parties agree to attempt to negotiate in good faith an acceptable resolution. If a resolution cannot be negotiated, then the parties agree to submit the dispute to voluntary non-binding mediation before pursuing other remedies. This provision does not limit the AUTHORITY'S right to terminate authorized by this Contract.

19. Miscellaneous Provisions

- A. Governing Law and Venue. Washington law shall govern the interpretation of this Contract. Pierce County shall be the venue of any mediation, arbitration or litigation arising out of this Contract.
- B. Assignment. The CONTRACTOR shall not assign, subcontract, delegate, or transfer any obligation, interest or claim to or under this Contract or for any of the compensation due hereunder without the prior written consent of the AUTHORITY.

- C. No Third Party Beneficiaries. This Contract shall be for the sole benefit of the parties hereto, and nothing contained herein shall create a contractual relationship with, or create a cause of action in favor of, a third party against either party hereto.
- D. Waiver. A waiver or failure by either party to enforce any provision of this Contract shall not be construed as a continuing waiver of such provisions, nor shall the same constitute a waiver of any other provision of this Contract.
- E. Severability and Survival. If any term, condition or provision of this Contract is declared void or unenforceable or limited in its application or effect, such event shall not affect any other provisions hereof and all other provisions shall remain fully enforceable. The provisions of this Contract, which by their sense and context are reasonably intended to survive the completion, expiration or cancellation of this Contract, shall survive termination of this Contract.
- F. Entire Agreement. This Contract and the attached Exhibits, as modified herein, contain the entire agreement between the parties as to the services to be rendered hereunder. All previous and contemporaneous agreements, representations or promises and conditions relating to the subject matter of this Contract are superseded hereby. The Parties hereto mutually acknowledge, understand and agree that the terms and conditions set forth herein shall control and prevail over any conflicting terms and conditions stated in any attachments hereto.
- G. Modification. No modification or amendment of this Agreement shall be effective unless set forth in writing and signed by the Parties.
- H. Authority to enter into this Contract. The undersigned Contractor representative, by his/her signature below, represents and warrants that he/she is duly authorized to execute this legally binding Contract for and on behalf of Contractor

IN WITNESS WHEREOF the parties hereto have accepted and executed this Contract as of the day and year first written above.

AUTHORITY

**ENTERPRISE COMMUNITY
PARTNERS, INC.**

Printed Name: _____

Printed Name: _____

Title: _____

Title: _____

Address:

Address:

Tacoma Community Redevelopment Authority

Enterprise Community Partners, Inc.

747 Market St., Room 900

10 G Street NE Suite 580

Tacoma, WA 98402

Washington, DC 20001

UBI #: 602150627

FEIN #: 52-1231931

CONTRACT No.: _____

EXHIBIT A

SCOPE OF WORK

Project Approach

The following project approach outlines the project team's delivery of the scope of services for an *Affordable Housing Action Strategy* for the City of Tacoma. Our proposed approach builds on the City's growing commitment to addressing the housing needs of Tacoma residents, particularly those most vulnerable and in need of stable housing. Our approach builds on the City's past housing policy work, namely through its Affordable Housing Advisory Policy Group, and advances the goals of *Tacoma2025* to increase housing security and grow and enhance the vitality of Tacoma's neighborhoods. It also seeks to ensure the City is well-positioned to make the case for more resources and forge stronger local and regional partnerships to increase its capacity for implementation.

Our approach aims to understand the tradeoffs associated with specific actions and to build strategies and priority actions to assist the City and partners with short-, medium-, and long-term steps to increase affordable housing opportunities over the next 10 years.

A principal component of this approach is evaluating the myriad of ways that the City can address its growing housing needs. The analytical evaluation tool will assess the feasibility of specific actions, based on evaluation criteria developed by the Technical Advisory Group (TAG) and informed by best and effective practices and existing policies and programs in use within the City today. The evaluation tool will be organized around the City's current and future capacity to use its housing investments to build or expand access to opportunity. The analytical evaluation tool will be informed by data from Enterprise Community Partners, Inc.'s Opportunity360 platform, a tool that aggregates data indicators across five core dimensions of opportunity: 1) housing stability; 2) mobility; 3) economic security; 4) health and well-being; and 5) education (see graphic at left). Using cross-sector data will enable the analytical



Opportunity360: Opportunity Outcomes framework

evaluation tool to account for key “access to opportunity” indicators and enable a more holistic understanding of the potential impact of each action, compared to an analytical tool informed only by land use and development economics.

The City of Tacoma's *Affordable Housing Action Strategy* will serve as a roadmap to guide housing investments over the next 10-plus years, with a focus on immediate actions (6–12 months) and medium-term actions (3–5 years) that increase affordable housing opportunities for Tacoma residents. It will also assist with greater coordination between the City and its partners, including the Tacoma Housing Authority and Forterra, and its engagement with private-sector developers, anchor institutions and other large employers. The *Affordable Housing Action Strategy* will help the City make informed decisions about its housing investments, including their potential public costs and impact on residents.

Summary of key tasks

The *Affordable Housing Action Strategy* will be developed through five key tasks, along with support for the City's parallel public outreach and engagement and project management

throughout the process. Each task helps develop a component of the final *Affordable Housing Action Strategy* and creates the basis for further refinement through additional analysis and feedback from City staff, TAG, other stakeholders, and the public. The project team will look to a local project team to coordinate project needs (like data collection, feedback, and meeting logistics) across various City departments (e.g., Community and Economic Development's Housing Division, Neighborhood and Community Services, Planning and Development Services, and the City Manager's Office, to name a few) and local community partners to ensure this project leverages multiple perspectives and ongoing local work (like its forthcoming public land study). Over the course of the project, the local lead will gather and share feedback and provide clear direction to the project team on how to incorporate input into each task, including compiling and reconciling edits to final deliverables.

Development of the *Affordable Housing Action Strategy* will be informed by rigorous data analysis of existing and projected residential market trends; housing needs; and demographic characteristics; existing programs and policies; best and effective practices; and modeling using an analytical evaluation tool. This analysis creates the basis to set bold, future-oriented actions and funding priorities to address housing challenges within Tacoma and clearly communicate these challenges in ways that build support among elected leaders, stakeholders, and residents.

Community engagement

The project team will partner with the City in support of its parallel community engagement efforts. The project team's primary role will be designing the City's parallel engagement process (e.g., identifying target populations, developing a process map, and assisting with engagement formats). The project team will partner with City staff to support direct engagement activities based on the process developed and approved by the project team, and if the onsite support required aligns with planned travel and costs for this project. The project team will also provide remote support for community engagement activities led by City staff, such as creating outreach materials like fact sheets and surveys and brainstorming creative tactics to increase participation, especially among underrepresented groups.

Task 1. Defining Tacoma's key housing challenges

Task 1 uses quantitative data to identify the City of Tacoma's key housing challenges and effectively communicate these challenges to the public (among other audiences) to help build awareness and increase support for City-led action, including additional public resources. This analysis will also provide insight into assumptions that will shape the design of the analytical evaluation tool. Key subtasks include:

- **Task 1.1. Gather & analyze data on housing needs, market conditions, and access to opportunity.** The project team will analyze the City's existing and projected housing needs and market conditions, as well as their relationship to access to opportunity (as measured through the Opportunity360 platform at the Census-Tract level). This analysis seeks to understand how affordability has changed for residents in Tacoma and among specific populations (e.g., low-income households, families with children, and seniors); quantify cost-burdens for households at all income levels; compare changes in housing costs to household income; and identify areas throughout the city with common characteristics related to access to opportunity. The project team will also inventory the City's existing income-restricted housing supply, including properties financed with Low-Income Housing Tax Credits and public housing developments. The project team will primarily use data from the U.S. Census and American Community Survey, along with local data sources as available, to create a profile of demographic, economic, and housing market trends.

Existing projections will provide added insight into driving forces, such as overall growth, aging, and family composition, that influence the current supply of and future demand for housing within the city. The project team will incorporate growth projections to understand total potential demand for growth in Tacoma over the next 10 years, leveraging its familiarity with the Puget Sound Regional Council's forecasts.

- **Task 1.2 Present findings to & gather feedback from TAG, stakeholders, and residents.** The project team will share findings from its existing and future conditions analysis with TAG at one of its meetings to occur no later than April 2018 and gather and incorporate their feedback into follow-up analysis.
- **Task 1.3. Develop compelling print & online materials to communicate key housing trends.** The project team will translate its findings into an easy-to-understand, visually appealing format or set of formats, such as infographics or fact sheets. These materials are intended to communicate the key housing challenges to a non-technical audience and help expand awareness of the widespread housing needs and who they affect within Tacoma.

Task 2. Identifying & aligning actions

Task 2 focuses on creating a comprehensive understanding of all potential actions for further evaluation through review of existing policies and programs and best and effective practices and focus groups or interviews with key informants. Key subtasks include:

- **Task 2.1. Assess existing policies & programs.** The project team will review existing affordable housing and community and economic development programs, policies, and past plans and studies and conduct in-person or phone interviews with City staff as necessary. This assessment aims to understand the focus of the City's existing efforts; their alignment with existing and projected needs; their alignment with one another; and their past impact. The project team will work with City staff to identify any relevant materials to include in this review, and leverage our team's past local work analyzing the City's policies and programs as part of this subtask. Based on this review, the project team will develop an inventory of existing programs and develop program summaries with key metrics such as income eligibility; annual impact (e.g., units produced/households served); type of assistance (direct/indirect); funding levels and source; and administrative agency.
- **Task 2.2. Conduct focus groups or interviews with key stakeholder groups.** The project team will also organize at least two focus groups with key stakeholders, such as market-rate and affordable housing developers working within the Tacoma region or residents in need of affordable housing in Tacoma. These focus groups will aim to understand the "real world" impact of the City's existing policies and programs, including ways to increase their effectiveness. For instance, among developers, the project team may ask about market assumptions like construction costs, access to capital, targeted rates of return, and local barriers to development. The project team will summarize common themes and use findings from these focus groups to vet modifications to existing policies and programs and creation of new policies and programs, as well inform the design of the analytical evaluation tool.
- **Task 2.3. Research best and effective practices.** The project team will research and develop summaries of best and effective practices, drawing on the team's extensive experience designing affordable housing programs and policies within the State of Washington and across the United States. It will include examining how other jurisdictions have funded affordable housing activities, including ways to capitalize

housing trust funds and other public funding tools available in the State of Washington (e.g., Local Revitalization Financing). The summaries will focus on what makes each tool or set of tools effective in practice and their relevance to Tacoma. Each summary may include the following elements: description of tool, key elements, tradeoffs or considerations related to implementation, and ability to replicate tool in the State of Washington. This report will prioritize inclusion of municipalities with similar housing challenges or within the State of Washington. This subtask will culminate in a best and effective practices report.

- **Task 2.4. Synthesize possible actions and various implementation options.** The project team will work closely with the City staff and other stakeholders to develop a comprehensive menu of potential actions and their various implementation options. This menu will be informed by the data analysis conducted in Task 1, assessment of existing policies & programs, key themes from focus groups and interviews, and best and effective practices.
- **Task 2.5. Present findings to & gather feedback from TAG, stakeholders, and residents.** The project team will share findings from analysis conducted as part of Task 2 and the comprehensive menu of potential actions and their various implementation options with TAG at one of its meetings to occur no later than May 2018. The project team will work with City staff and TAG to refine their evaluation criteria and apply it to the menu of potential actions to identify a list of critical actions and other assumptions which will be modeled using the analytical evaluation tool in Task 3.

Task 3. Evaluating actions using an analytical tool

The centerpiece of Task 3 is the development of an analytical evaluation tool designed with input from the TAG and City staff. The tool will enable City staff, TAG, and other key stakeholders to weigh various tradeoffs associated with specific actions and their implementation options. Key subtasks include:

- **Task 3.1. Evaluate proposed actions using analytical evaluation tool.** The project team will use the analytical evaluation tool to evaluate the actions identified through Task 2. A primary function of this tool will be assessing how each action could shape land development economics and affect the likelihood that a potential site in Tacoma will see new construction within the next 10 years. The tool will account for both market and local government factors that typically affect the cost of development, such as projected construction costs, land values, rents, interest rates, target rates of return, fees, connection charges, parking requirements, and permitting timelines. The project team will work closely with City staff, TAG, and other stakeholders to vet these assumptions, including drawing on findings from the focus group with developers.

The final results of the tool will be presented in an intuitive, interactive dashboard (or set of dashboards), which will enable City staff and TAG members to compare the impact of specific actions in real-time. The project team will work with the local project team to develop a well-designed dashboard or set of dashboards that display performance indicators, such as number of new or preserved affordable units, income levels served, cost per affordable unit, and what sector bears the cost (i.e., public or private). For some actions, the tool will have adjustable parameters to understand how different priorities may increase the feasibility of development or lower the cost per unit of new affordable housing developments. For example, the tool could be designed to adjust the share of affordable units set-aside or units targeting a specific income level using an existing local incentive, like the Multifamily Property Tax Exemption or height or density bonus options.

Assuming suitable data can be made available to the project team, this tool will be based on a database of potential development sites with buildable land capacity as well as affordable housing preservation sites. This will enable mapping the locations where affordable housing development would most likely occur and those sites relationship to access to opportunity (as measured by Opportunity360).

Finally, our project team recognizes that the economic feasibility analysis described above may not be the best approach to evaluate all potential actions. In these instances, our team would conduct additional analysis to evaluate these actions in a comparable manner. It would be at the City's discretion whether to include this additional analysis in the dashboard or set of dashboards.

- **Task 3.2. Present findings to & gather feedback from TAG, stakeholders, and residents.** The project team will share the first draft of results with TAG at one of its meetings to occur no later than May 2018. The project team will also facilitate a conversation about the key tradeoffs associated with each action, using an interactive display to show how changes to an action (e.g., location, target income level, or duration) affect performance measures like number of new or preserved affordable units, total cost of development, or cost per affordable unit. The project team will also collect feedback from TAG on refinements to the performance measures.
- **Task 3.3. Develop memo of key actions and potential budget implications.** The City of Tacoma will be developing its next budget over the timeframe of this project. To ensure the forthcoming budget reflects emerging priorities in the *Affordable Housing Action Strategy*, the project team will summarize the key actions that could be implemented through the upcoming budget, their projected results, and public cost implications, into a memo for City staff to use as part of internal budget discussions. The memo will be prepared no later than June 2018.

Task 4. Refining & prioritizing actions

Based on input collected in Task 3, the project team will further refine various assumptions used in the analytical tool to inform the content of the *Affordable Housing Action Strategy*, which will also be finalized as part of this task. Key subtasks include:

- **Task 4.1. Evaluate actions using analytical tool and feedback collected to date.** The project team will incorporate feedback collected from TAG, City staff, and other stakeholders into the assumptions used within the analytical tool and refine the first draft of results.
- **Task 4.2. Present findings to & gather feedback from TAG, stakeholders, and residents.** The project team will share the second draft of results with TAG at one of its meetings to occur no later than June 2018. The project team will facilitate a conversation about what actions are local priorities—both immediately (6–12 months) and in the medium-term (3–5 years)—drawing on the results of the analytical evaluation tool and other implementation considerations (e.g., existing resources; existing program or policy; local partner, etc.).
- **Task 4.3. Finalize recommended strategies and actions.** Based on the analysis and feedback collected to date, including input collected through parallel community engagement program for this project, the project team will synthesize the findings across all tasks into a cohesive set of strategies and related actions. The project team will ensure that each strategy is specific, measurable, achievable, relevant, and time-

oriented (or SMART). Each strategy will have the following elements: 1) key actions that will help guide its implementation; 2) an implementation timeline (6–12 months; 3–5 years; 5+ years); 3) need for legislative action (local or state); 4) implementation lead within the City; 5) anticipated impact and cost; and 6) key performance measures to monitor implementation progress.

The recommended strategies and actions will also address specific ways to strengthen state-level policies and practices to better-support local implementation, such as changes to the QAP, more authority to use state and local funding for affordable housing activities, and more state resources for housing production and preservation, like state-owned surplus land.

- **Task 4.4. Present recommended strategies and actions to City Council and revise accordingly.** The project team will present the recommended strategies and actions to City Council and incorporate Council's feedback prior to finalizing the recommended actions and strategies. This will occur no later than June 2018.

Task 5. Developing & delivering the *Affordable Housing Action Strategy*

Task 5 will produce the final *Affordable Housing Action Strategy*—designed as an easy-to-understand, visually compelling action plan. It will summarize Tacoma's key housing challenges; specific short-, medium-, and long-term actions; each strategy's anticipated impact and cost; and performance measures to monitor and evaluate the outputs and outcomes of the *Affordable Housing Action Strategy*. This task will culminate in the final *Affordable Housing Action Strategy*, along with supporting materials (i.e., technical report on analytical methods and supporting graphics). Key subtasks include:

- **Task 5.1. Finalize content of the *Affordable Housing Action Strategy*.** The project team will finalize the content of the final report that summarizes: key housing challenges; overall strategy development process (including feedback from stakeholder outreach and community engagement); recommended strategies and actions, including target populations and what entity (e.g., public, private, or philanthropic sectors) generally supports its funding or financing (if applicable). The project team will work with City staff to gather and incorporate feedback into a final version of the *Affordable Housing Action Strategy*. This input process will also include a presentation to City Council on the final recommended strategies, focusing on their budget implications, particularly those strategies or actions that will be implemented immediately (6–12 months), and as result, affect the next budget cycle.
- **Task 5.2. Deliver final *Affordable Housing Action Strategy*.** To finalize the *Affordable Housing Action Strategy*, the project team will make any revisions and move into the document design phase. The final report will be designed as a concise, visually appealing document. The local project lead will be able to provide up to two rounds of comments prior to finalizing the design of the action plan. The project team will submit a final version of the action plan to the City for public release. The project team will also produce a technical report that summarizes the full methodology used to analyze the actions within the *Affordable Housing Action Strategy*, including assumptions, inputs, outputs, key findings, and use of best practices. In addition to the technical report, the project team will finalize a set of easy-to-understand graphics that communicate the methods and key findings from the analysis for use in presentations and other communications to non-technical audiences. The *Affordable Housing Action Strategy* will be in final draft and ready for presentation to the City Council no later than July 2018.

Estimated Project Schedule and Approach

The timeline below outlines the timeline by task over the duration of the project. The project schedule below will be supplemented by a more detailed Project Management Plan, which will outline timeline for completion of specific subtasks and deliverables.

	Timeline				
	Mar-18	Apr-18	May-18	Jun-18	Jul-18
Task 1: Defining Tacoma's key housing challenges <i>Key deliverable: Print & online communications materials</i>					
Task 2: Identifying & aligning actions <i>Key deliverable: Best & effective practices report</i>					
Task 3: Evaluating actions using analytical tool <i>Key deliverables: Analytical tool; results dashboards; and budget memo</i>					
Task 4: Refining & prioritizing actions					
Task 5: Developing and delivering the Affordable Housing Strategy <i>Key deliverables: Affordable Housing Strategy & supporting materials</i>					

EXHIBIT B

INVOICE

This form is intended to illustrate the information the AUTHORITY needs to process Contract payments. The AUTHORITY prefers that CONTRACTOR use its own standard business invoice forms so long as they include the following information. CONTRACTORS who do not have a standard business invoice form may use this form as their invoice. Your cooperation in providing the information we are requesting will ensure prompt processing of your payments.

I HEREBY REQUEST PAYMENT FOR THE FOLLOWING ITEMIZED SERVICES AND/OR PRODUCT DELIVERABLES:

Services (Describe):

Deliverables (Describe):

AS PER CONTRACT No.: _____ AMOUNT DUE : _____

I HEREBY CERTIFY THAT THIS BILL IS CORRECT AND JUST AND THAT PAYMENT FOR THE SERVICES AND/OR DELIVERABLES IDENTIFIED HAS NOT BEEN RECEIVED.

BY: _____ DATE SIGNED: _____
SIGNATURE:

TITLE: _____

ORGANIZATION NAME: _____

FEDERAL TAX ID No. or SS No.: _____

TELEPHONE NUMBER: _____

PLEASE REMIT PAYMENT TO: (Name and Address of Contractor)

I Attest and Certify that all Services and/or Deliverables identified in this Invoice have been performed and/or supplied.

Contract Administrator Signature

Dept/Division: Community & Economic Development
Contact Name: Daniel Murillo
Phone: 253-519-5238
E-mail: dmurillo@cityoftacoma.org



Hilltop Action Coalition

The Communications Anchor of the Hilltop Area

July 10, 2018

Tacoma Community Redevelopment Authority Board
c/o Carol Hassard
City of Tacoma
747 Market, Tacoma WA 98405

Re: Storefront murals at 1214 MLK Jr. Way (next to Valhalla)

These murals, part of the Hilltop Storefront Mural Project (2006-2007) aimed to replace vacant and boarded up storefronts with scenes depicting fictitious stores. Painted by community mural artists, both professional and novices, they represent a vision of what the Hilltop could be and what type of businesses the community wanted.

Several of the murals have gone the way of the wrecking ball, we would like to insure that these remaining murals are not destroyed...they signify "Hilltop hope" and should be preserved as part of our history.

In order to find a new home for the murals, we would respectfully request that the Hilltop Action Coalition be notified in advance when TCRA decides to repurpose the building next to Valhalla at 1214 MLK Jr. Way.

Thank you for your consideration.

Jo Davies
HAC Board Member
253-307-5147

TCRA PROPERTY: 1214 Martin Luther King Jr. Way



Ech. 4a

TCRA PROPERTY: 1214 Martin Luther King Jr. Way